

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

**REQUEST FOR PROPOSALS
SPECIFICATION NO. 07-130**

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

IN-HOME SUPPORTIVE SERVICES FOR THE ELDERLY

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon, Wednesday, April 18, 2007** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

Request for Proposals for In-home Supportive Services for the Elderly

1. BACKGROUND

- 1.1 The City through its Aging Services Department, has been awarded various grants from the U.S. Department of Housing and Urban Development (HUD), and Lincoln Housing.
- 1.2 Frail elderly and/or disabled people reside in three (3) Lincoln Housing Authority apartment buildings:
 - 1.2.1 Mahoney Manor
 - 1.2.2 Burke Plaza
 - 1.2.3 Crossroads House
- 1.3 Some of these people are in need of in-home services to ensure their continued safety and independence
- 1.4 The City desires to enhance the independence of these residents by furnishing needed support services.

2. INTENT

- 2.1 The intent of this contract for services is to enable the provider to furnish more affordable services to the residents of these three facilities.
- 2.2 This would include those individuals who are determined to be eligible in accordance with Congregate Housing services Program rules as they are established by the U.S. Department of housing and Urban Development.
- 2.3 The City is interested in various types of pricing arrangements, dependent upon which is in it's best interest the City will award accordingly.

3. ELIGIBLE RESIDENTS

- 3.1 Eligibility is determined by a three-member Professional Assessment Committee (PAC).
- 3.2 To be eligible to receive services a resident must be:
 - 3.2.1 A lessee of Lincoln Housing Authority, and a resident of one of the three facilities.
 - 3.2.2 Elderly (aged 62 years of age or older) and at least deficient in at least three activities of daily living.
 - 3.2.3 A resident with permanent disabilities, regardless of age.
 - 3.2.4 A person who is temporarily disabled, and who is 62 years of age or older.

4. SELECTION OF PROVIDERS

- 4.1 Eligible residents will be presented with a list of contracting Providers during the negotiations of their care plan.
- 4.2 The provider will be competitively selected from the list by the individual residents.
- 4.3 All selections are subject to final approval by the PAC.
- 4.4 The PAC may advance policies in the interest of improved service coordination, cost savings, improved service, etc. which may affect the selection process.

5. AUTHORIZATION OF SERVICES AND SERVICE HOURS

- 5.1 Each resident eligible for subsidized services will be allocated a specific number of service units, based on his/her formally assessed long term care needs.
 - 5.1.1 The PAC will review assessments, determine eligibility, approve care plans and authorize services.
- 5.2 The Provider will receive a written service authorization
 - 5.2.1 The service authorization will prescribe type of service, frequency, the amount of service to be delivered and the term of services.
- 5.3 In circumstances where there is an urgent need for service, the Aging Services Department will issue a verbal authorization that will precedes the written authorization.

- 5.4 Reimbursement will be based on the actual hours of service provided to each client, and shall not exceed the maximum authorized number of hourly units.
- 5.5 The provider will agree to provide the following services in 15 or 30 minutes units of service:
 - 5.5.1 Medication reminders
 - 5.5.2 Assistance with dressing
 - 5.5.3 Assistance applying TED hose, braces, or prosthetic devices
 - 5.5.4 Meal setup
- 5.6 Services will be provided daily, in pre-scheduled blocks to multiple recipients.
- 5.7 The service coordinator will prepare recurring, daily schedules for 2-4 residents, with visits occurring sequentially
 - 5.7.1 If the provider is unable or unwilling to agree to this clause, provider will cross out each line of this optional clause and provider will initial the margin of the contract.
- 6. **IDENTIFICATION OF NEW OR INCREASED NEED**
 - 6.1 Should the provider observe the resident has new or additional needs the provider can:
 - 6.1.1 Request additional hours of service from the Aging Services Department
 - 6.1.1.1 Must be able to address changes in the client's functional ability or circumstances
 - 6.2 The provider may find the resident is facing other significant concerns, question, or problems.
 - 6.2.1 With the residents permission, the provider may refer these matters to the Resident Services Counselor for social work services.
- 7. **TERMINATION AND REINSTATEMENT OF ELIGIBILITY**
 - 7.1 Due to changes in a resident's functional ability and an annual limit on the dollar amount of subsidized service a resident may receive,
 - 7.1.1 Residents may lose and regain eligibility over time.
 - 7.2 **Termination**
 - 7.2.1 The Aging Department will provide a minimum of 48 hours advance notification of the termination of a resident's eligibility for subsidized services.
 - 7.2.2 Provider may negotiate with the Aging Services Department the continuing of services on a private fee-for -services basis.
 - 7.3 **Reinstatement**
 - 7.3.1 The Aging Services Department will monitor the functional ability and financial eligibility of residents who have been terminated.
 - 7.3.2 Residents who regain eligibility will do so under the previously described provisions. See section 5 of these specifications.
- 8. **RESIDENT BILLING**
 - 8.1 Congregate Housing Services Program rules require that recipients of service are responsible for ten (10%) of the cost of the services, not to exceed twenty (20%) of each individual's adjusted annual income.
 - 8.2 The Aging Services Department will be responsible for the billing and collection of these fees.
 - 8.3 Providers will not be responsible for billing and collecting the resident's share of services.
- 9. **RESPONSIVENESS AND SERVICE QUALITY**
 - 9.1 The Aging Services Department will maintain quality assurance files on each Provider of service.
 - 9.2 The Aging Services Department will survey current and former clients regarding service satisfaction.

- 9.3 The files will contain incident reports and the results of satisfaction surveys.
 - 9.3.1 Incidents of unsatisfactory service will be discussed and maybe negotiated with the provider, on such occurrences.
- 9.4 Providers will be furnished a complete copy of any survey results.
- 9.5 Quality assurance files will be carefully reviewed by the PAC. And considered in determining eligibility for the continuation as a qualified provider.
- 10. **INABILITY OF PROVIDER TO SERVE AN AUTHORIZED RESIDENT**
 - 10.1 The provider will notify the Aging Services Department immediately if it is necessary to decline entirely or reduce the amount of service to an authorized resident.
 - 10.2 In this event, the Aging Services Department may transfer the resident to another qualified provider.
- 11. **PAYMENT PROCESS**
 - 11.1 Upon the effective date of this contract, the City, through the Finance Director of the City of Lincoln, shall reimburse the provider for the actual units of service provided to authorized residents.
 - 11.2 The provider will claim payment by submitting a monthly billing document furnished by the Aging Services Department.
 - 11.2.1 The monthly billing document will be reviewed by the Department.
 - 11.2.2 The Departments finance office will forward approved billings to the City's Finance Director.
 - 11.2.3 Upon filing and approval the City finance Director shall issue a warrant within thirty (30) days of receiving this document.
 - 11.3 The Aging Services Department will not pay a provider for any services provided without prior approval.
 - 11.4 The provider shall account, on a monthly basis, for any discrepancy between units authorized and units delivered.
- 12. **SERVICE COST**
 - 12.1 Service providers will be paid per unit hour of service provided on a performance based method.
 - 12.2 The cost for one unit hour of service is as follows, and will continue throughout the contract period:
 - 12.2.1 Personal Care Service _____ PC per hour of service
 - 12.2.2 Homemaking Service _____ HMK per hour of service
- 13. **MONITOR**
 - 13.1 This contract will be monitored by the Director, or designate, of the Aging Services Department
 - 13.2 Provider will submit monthly billing and/or other documents, as required, to monitor on approved forms.
- 14. **CONTRACT OF PROVIDER**
 - 14.1 Provider shall not execute any contract, or obligate itself in any manner, with a third party, with respect to this agreement, without prior consent of the Aging Services Department.
 - 14.2 The City shall not be obligated or liable hereunder to any party other than the provider.
- 15. **PROHIBITED INTEREST**
 - 15.1 Neither the provider nor any other of it's contractors or subcontractors shall enter into any contract, subcontract, or arrangement in connection with the services provided herein for any property included or planned to be included in the services in which any officer, agent, or employee of provider during his tenure or from one (1) thereafter has any financial interest, direct or indirect.

16. MUTUAL HOLD HARMLESS

- 16.1 Each party agrees that they will be responsible for their own acts and omissions, and the results of their own acts and omissions, and shall not be responsible for the acts or omissions of the other parties.
- 16.2 Each party agrees to assume all risk and liability for any injury to persons or property resulting in any omission by each parties own agents or employees related to this agreement.
- 16.3 Liability includes any claims, damages, losses, and expenses (including attorney's fees) arising out of or resulting from performance of this agreement, that results in any claim for damage whatsoever, including any bodily injury, sickness, disease, death, or any injury to or destruction of tangible or intangible property, including any resulting loss of use.

17. EQUAL EMPLOYMENT OPPORTUNITY

- 17.1 In connection with the carrying out of the services provided here, the Provider shall not discriminate against employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, martial status, or receipt of public assistance.
- 17.2 In the employment of persons, the Provider shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code and shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, national origin, age martial status, or receipt of public assistance.
- 17.3 The Provider may be asked to post an equal employment opportunity poster in their office, and to complete the City of Lincoln's "Contractor's Affirmative Action Program" forms (attached in Addendum).

18. INSURANCE

- 18.1 The Provider agrees to purchase and maintain adequate insurance coverage to cover its exposure and to attach all certificates of insurance showing the following kinds of coverage with this signed contract.
- 18.2 In addition, the City of Lincoln shall be included as an additional insured.
- 18.3 The kinds of coverage are:
 - 18.3.1 Worker's Compensation and Employer's Liability Insurance;
 - 18.3.2 Public Liability Insurance; and/or
 - 18.3.3 Automotive Liability Insurance (see specifications in Addendum)

19. SEVERABILITY

- 19.1 If any portion of the Contract is held invalid, the remainder hereof shall not be affected, thereby, if such remainder would then continue to conform to the terms and requirements of applicable law.

20. TERM

- 20.1 The term of the Contract for Services shall be for the period of 1 year from date of contract with option to add.
- 20.2 Either party may, upon sixty (60) days advance notice in writing to the other party, terminate its agreement.

21. SUBMITTAL PROCEDURE

- 21.1 Each submittal must include an original and 7 copies of your proposal and be in a sealed envelope.
 - 21.1.1 Your proposal must be received at the following address:
Vince M. Mejer, CPPO, CPM
Purchasing Agent
440 South 8th Street, Suite 200
Lincoln, NE 68508

- 21.1.2 Mark the outside of the submittal with Project Number and Project Title, RFP 07-130 Services Provider and your business name.
- 21.1.3 Submit your firm's estimate of the proposed fees for services outline on the RFP in a separate sealed envelope with the submittal package. The envelope must be clearly marked with the firm's name, project number, and project title. The proposals will be initially reviewed without the consideration to the fee.
- 21.1.4 Questions regarding services should be directed to Vince M. Mejer at vmejer@lincoln.ne.gov
- 21.2 Proposals may not exceed twelve pages, not including attachments, and must use the following format:
 - 21.2.1 Title Page--Page One is a cover sheet listing firm name, mailing address, telephone number, fax number; years established and former names; mission or types of services particularly qualified to perform; geographic business area; number of staff usually and currently employed; and name, job title, and original signature of chief executive authorized to submit the proposal, along with a statement of willingness and capability to meet the project's time requirements.
 - 21.2.2 Introduction--This section is limited to one page and includes agency background, mission, and the rationale for applying.
 - 21.2.3 Background--This section is limited to three pages and includes operational experience, past outcomes, supporting data, staff qualifications/resumes, and ability to serve the geographic area. If desired, staff qualifications may be included as an attachment, no counted in the 12 page limit.

**PROPOSAL
SPECIFICATION NO. 07-130**

BID OPENING TIME: 12:00 NOON

DATE: Wednesday, April 18, 2007

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers ____ through ____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

General Homemaking/Housekeeper (one unit = one hour). Provides help or training for house cleaning for house cleaning, laundry, essential shopping, errands, and meal preparation. Does not require professionally trained personnel since emphasis is on tasks usually performed by domestic workers.

Home service is provided:

7 days per week, 24 hours per day _____/hr

7 days per week, 7:00 a.m. - 7:00 p.m. _____/hr

5 days per week (Monday through Friday), 7:30 a.m. - 5:30 p.m. _____/hr

Other: _____/hr

Holidays not included; please specify which holidays below:

Personal Care (one unit = one hour). Assisting the client with bathing, medication, dressing, personal appearance, feeding, and toileting.

Personal care is provided:

7 days per week, 24 hours per day _____/hr

7 days per week, 7:00 a.m. - 7:00 p.m. _____/hr

5 days per week (Monday through Friday), 7:30 a.m. - 5:30 p.m. _____/hr

Other: _____/hr

Holidays not included; please specify which holidays below:

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 07-130**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division during normal business hours after tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

5. SPECIFICATION CLARIFICATION

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt, unless otherwise noted in RFP.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

6. ADDENDA

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

8. EVALUATION AND AWARD

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.

8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.

8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

9. INDEMNIFICATION

9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

10. LAWS

10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

11. AWARD

11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.

11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.

11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.

11.3.1 The committee may request documentation from

Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.

11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.

11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.

11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.

11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

12. LIVING WAGE

12.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.